



LEASING CORPORATION

A U.S. Leasing Company

United States Leasing Corporation
633 Battery Street
San Francisco, California 94111
(415) 445-7400

May 18, 1979

No. **9-144A026**

Date **MAY 22 1979**

Fee \$ **10.00**

RECORDATION NO. **8403-R** Filed 1425

MAY 22 1979 - 12 00 PM

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act and the regulations promulgated thereunder, as amended, are the original and two counterparts of a Schedule which is a supplement to a Lease dated as of April 16, 1976, which Lease was recorded under the provisions of such Section on July 7, 1976 and bears Recordation Number 8403.

A general description of the railroad equipment covered by the enclosed document is as follows:

Eight (8) 70 Ton Gondola Cars numbered:

WPSX 47850, 47851, 47852, 47853, 47854, 47855, 47856, 47857

The names and addresses of the parties to the enclosed documents are:

Lessor: United States Leasing Corporation
633 Battery Street
San Francisco, California 94111

Lessee: Wheeling-Pittsburgh Steel Corporation
Four Gateway Center
P.O. Box 118
Pittsburgh, Pennsylvania 15230

RECEIVED
MAY 22 11 50 AM '79
I.C.C.
FEE OPERATION BR.

The undersigned is an executive officer of the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original of the enclosed Schedule to Peter R. Ashby, United States Leasing Corporation, 633 Battery Street, San Francisco, California 94111 or to the bearer hereof.

C. J. Kopylov
P. R. Ashby

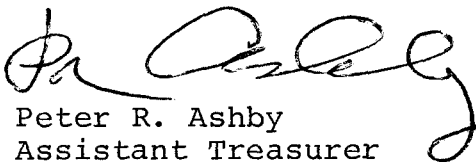
United States Leasing Corporation
633 Battery Street • San Francisco, California 94111

Secretary
Interstate Commerce Commission
May 18, 1979
Page Two

Also enclosed is a remittance in the amount of \$10.00 covering the required recording fee.

Very truly yours,

UNITED STATES LEASING CORPORATION

A handwritten signature in dark ink, appearing to read "Peter R. Ashby", is written over the typed name and title. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Peter R. Ashby
Assistant Treasurer

PRA/gb

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

5/22/79

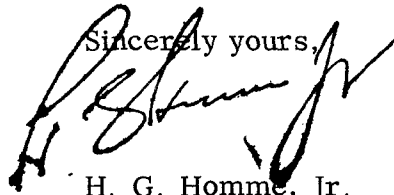
OFFICE OF THE SECRETARY

Peter R. Ashby
Assistant Treasurer
U.S. Leasing Corp.
633 Battery Street
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/22/79 at 12:00pm , and assigned recordation number(s). 8403-R

Sincerely yours,


H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

CONFORMED COPY
SCHEDULE

Schedule No. 19-014348

A. EQUIPMENT LEASED:

See Exhibit "A" attached hereto and incorporated herein by reference.

RECORDATION NO. 8403-R
MAY 22 1979 - 12 09 PM
INTERSTATE COMMERCE COMMISSION

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each

item of equipment listed on this schedule expires on May 30, 1982

C. RENT: As rent for said equipment, lessee shall pay lessor the sum of \$ 35,659.08
Except as otherwise provided in the lease or in this schedule said rent shall be payable in 36 monthly
installments, commencing on May 30 1979 as follows:

Nine Hundred Ninety and 53/100 Dollars (\$990.53) per month,
in advance, until rent is paid.

Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner
termination of this lease.

D. LOCATION: The above described equipment shall be located at Steubenville, Ohio
and shall not be removed therefrom without the prior written consent of lessor.

E. DEPOSIT: \$ None
part.

F. RENEWAL OPTION: Lessee may renew the lease of which this schedule is a part, on a year-to-

year basis, upon expiration of original term thereof, at a rental of Fair Market Rental per year.
and otherwise upon the same terms and conditions as the lease and conditions of the lease.

G. STIPULATED LOSS VALUE: Amount to be paid pursuant to paragraph 9 of said lease for each unit
lost, stolen, destroyed or damaged beyond repair during each year of the term thereof:

1st Yr. \$ 32,000.00 2nd Yr. \$ 29,072.06 3rd Yr. \$ 18,018.78 4th Yr. \$ 6,400.00

H. SPECIAL CONDITIONS:

APPROVED AND AGREED TO this 18th day of May 1979, as

a schedule to that certain lease dated the 16th day of April 1976,
by and between the parties hereto, and made a part hereof.

UNITED STATES LEASING CORPORATION WHEELING-PITTSBURGH STEEL CORPORATION

By Title

ASST. TREASURER

By

Title

Treasurer

By Title

Vice President Lessor

By

Title

Lessee

(Seal)

633 Battery Street, San Francisco, California 94111

006-3 (REV. 4-74)

Address

Pittsburgh, PA 15230

Front Gateway Center, P.O. Box 118

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Pennsylvania, COUNTY OF Allegheny SS:

On this 14th day of May, in the year 19 77, before me Nancy Jean Reynolds a Notary Public in and for said county, personally appeared J. W. Testa, known to me to be the Treasurer of the corporation that executed the

(Title)

within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Nancy Jean Reynolds COUNTY, Pa.
(Notary Public) (State)

(Notarial Seal) My Commission Expires: NANCY JEAN REYNOLDS, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Nov. 28, 1981

ACKNOWLEDGMENT FOR CORPORATION

STATE OF California, COUNTY OF San Francisco SS:

On this 18th day of May, in the year 19 79, before me Sylvia P. Ferras a Notary Public in and for said county, personally appeared Peter R. Ashby & Charles Van Sickel, known to me to be the Asst. Treasurer & Vice President of the corporation that executed the

(Title)

within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Sylvia P. Ferras S.F. COUNTY, California
(Notary Public) (State)

(Notarial Seal) My Commission Expires: Dec. 12, 1981

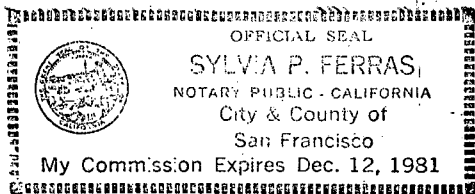


EXHIBIT A TO SCHEDULE NO. 014348

Lessee: Wheeling-Pittsburgh Steel Corporation

(A) As set forth in the Lease and the Schedule Lessee shall have the right to renew the Lease as to all but not less than all of the Equipment then leased thereunder at the expiration of the original term or a renewal term, at a renewal rent equal to the "Fair Market Rental" (as defined hereinafter). The term of each renewal shall be for one (1) year from the date of expiration of the original term or a renewal term. Lessee shall give Lessor written notice ninety (90) days prior to the end of the original term or a renewal term, as appropriate, of its election to exercise the renewal option provided for in the Lease, the Schedule and this Exhibit. Payment of said Fair Market Rental shall be made annually in advance at the place of payment specified in Section 3 of the Lease.

(B) The "Fair Market Rental" shall be an amount mutually agreed upon by Lessor and Lessee; provided that if Lessor and Lessee are unable to agree upon the Fair Market Rental of any item of Equipment within thirty (30) days after receipt by Lessor of the notice of Lessee's election to exercise the renewal option, such Fair Market Rental shall be determined by an appraiser selected by mutual agreement of Lessor and Lessee. If Lessor and Lessee are not able to agree upon an appraiser, or if the Fair Market Rental is not so determined within sixty (60) days after receipt by Lessor of Lessee's election to renew, the same shall be determined by American Appraisal Company or any successor thereto. Any costs of such appraisal shall be borne by Lessee.

EQUIPMENT LEASED:

8 70-Ton Gondola Cars numbered:

WPSX 47850, 47851, 47852, 47853, 47854, 47855, 47856, 47857

Cost: \$32,000.00